

LIMITED WARRANTY STATEMENT CANADIAN SOLAR INVERTER AND ACCESSORIES PRODUCTS (FOR AUSTRALIA ONLY)

Effective June 1st, 2020

STANDARD WARRANTY

This warranty applies for the underlying products sold and installed in Australia.

Subject to the exclusions contained below, Canadian Solar Inc. (“Canadian Solar”) warrants to the original buyer (the “Buyer”) that, Canadian Solar Inverters serve a **10-year standard warranty** and Canadian Solar Inverter accessory products serve a **2-year standard warranty**. The underlying products shall be free from defects in materials and workmanship that have caused an adverse effect on product functionality under normal application, installation, use, and service conditions as specified in Canadian Solar’s standard product documentation.

Claims under the warranty can only be accepted if the Buyer can prove that the malfunctioning or non-conformity of a product has resulted exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in Canadian Solar’s standard product documentation. Any color change on product or any other changes on product appearance do not represent defects, insofar as the change in appearance does not stem from defects in materials and/or workmanship, and does not impact the functionality of the product.

WARRANTY EFFECTIVE DATE

The warranty effective date shall be defined as the date of installation or ninety (90) days after the delivery by Canadian Solar, whichever date is earlier.

WARRANTY EXTENSION

For Canadian Solar inverter products, the warranty can be extended to 20 years at the customer’s option prior to the applicable warranty effective date. A purchased warranty extension cannot be extended or reduced to another warranty with a different or the same duration at any time.

EXCEPTIONS

The following will render this Limited Warranty inapplicable or null and void and of no further force or effect:

- Misuse and/or improper use, negligence, improper installation, physical damage or alteration, either internally or externally, use in an unsuitable environment for the product, including any environment or location that causes excessive wear and tear or debris buildup within the product;
- Where repairs have been performed on the product other than by an authorized service partner of Canadian Solar;
- Where the product has not been paid for in full by the Buyer in accordance with required payment terms;
- Where the product is used as a component part of another product expressly warranted by another manufacturer;
- Any modification or removal of marks, reverse engineering, or alteration of the original product and of its original identification and serial number.

The following are not included within the scope or application of this Limited Warranty:

- Damage caused by fire, water, rust or other corrosion, biological infestations, or any animals or insects;

- Damage caused by improper installation, operation or maintenance not performed in accordance with the product documentation or any local, provincial, state or federal codes and requirements;
- Third party component parts or monitoring systems;
- Damage from shipping or transportation;
- Material or workmanship not provided by Canadian Solar or its approved service providers;
- Replaceable service items, including fuses and filters;
- Any costs incurred by the Buyer or installer for troubleshooting, installation, removal of the product;
- Damage caused by force majeure events, including but not limited to flood, fire, earthquakes, and lightning; and
- Damage caused by external events such as high input voltage from generators and electrical grid events outside the specifications of the product, including but not limited to harmonics, voltage transients, flickering and frequency events.

In addition, this Limited Warranty does not include a warranty of uninterrupted or error-free operation of the product, or warranties against normal wear and tear of the product or costs related to the removal, installation, or troubleshooting of electrical systems.

REMEDIES

If the product fails to conform to this warranty, Canadian Solar will, at its option, either repair the product, replace the product with a product of the same type (or equivalent type if the same type is not then available), or refund the appropriate residual market value of the product.

Unless otherwise required by any mandatory applicable law, this Limited Warranty does not cover any transportation costs for return products, or for reshipment of any repaired or replaced product, or any other cost associated with installation, removal, or reinstallation of products.

Any repair or replacement of an affected product shall not increase the applicable warranty period. The warranty period for replaced or repaired product is the remainder of the warranty for the affected product. Ownership of all products which have been replaced is passed to Canadian Solar.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, THE FOREGOING REMEDIES STATE CANADIAN SOLAR'S SOLE AND EXCLUSIVE OBLIGATION AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY.

CLAIM PROCESS

If the Buyer believes that it has a justified claim covered by the limited warranty set forth above, then the Buyer shall submit such claim including but not limited to the claimed quantity, serial numbers, purchasing invoices and proofs in writing to Canadian Solar within the applicable warranty period specified above to the following address, or such future address as Canadian Solar may provide from time to time:

Australia

Canadian Solar MSS (Australia) Pty Ltd
Technical Department
42-44 Stephenson Street, Richmond
VIC 3121, Australia
Tel: +61 3 8609 1844
E-mail: service.au@canadiansolar.com

DISPUTE RESOLUTION

In the case of any dispute related to warranty claims, such dispute shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the purchase agreement between the Buyer and Canadian Solar. Not Independent Warranties.

The Buyer has the right to pursue claims under this Limited Warranty; provided that if multiple claims arise from a single incident, then if Canadian Solar remedies such incident as set forth above, Canadian Solar shall be deemed to have resolved all applicable warranty claims arising from such an incident.

DISCLAIMERS

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION, AND ALL OTHER OBLIGATIONS ON THE PART OF CANADIAN SOLAR UNLESS SUCH OTHER WARRANTIES AND OBLIGATIONS ARE AGREED TO IN WRITING BY CANADIAN SOLAR. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF WARRANTY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO ANY OF ITS PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CANADIAN SOLAR BE LIABLE TO THE BUYER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER THE BUYER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE PRODUCTS, EVEN IF CANADIAN SOLAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CANADIAN SOLAR'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO CANADIAN SOLAR BY THE BUYER FOR THE PRODUCT IN THE CASE OF A WARRANTY CLAIM.

THE BUYER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO THE BUYER. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON THE EXCLUSION OF DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE BUYER.

YOU MAY HAVE SPECIFIC LEGAL RIGHTS OUTSIDE THIS WARRANTY, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY. THIS LIMITED WARRANTY DOES NOT AFFECT ANY ADDITIONAL RIGHTS YOU HAVE UNDER LAWS IN YOUR JURISDICTION GOVERNING THE SALE OF CONSUMER GOODS. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS LIMITED WARRANTY STATEMENT MAY NOT APPLY.

IMPORTANT NOTICE FOR AUSTRALIAN BUYERS AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits to a consumer under Canadian Solar's express limited warranties are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranties relate.